

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re LIBOR-Based Financial Instruments Antitrust
Litigation

THIS DOCUMENT RELATES TO:
OTC ACTION

MDL No. 11-MD-2262 (NRB)

PROOF OF CLAIM
FOR THE OTC PLAINTIFFS SETTLEMENT WITH CITIBANK, N.A. and Citigroup Inc. ("Citibank")

I. GENERAL INSTRUCTIONS

1. To recover as an Authorized Claimant based on your claim in the action entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262 (NRB), pending in the United States District Court for the Southern District of New York, involving plaintiffs who entered into over-the-counter financial derivative and non-derivative instruments directly with Defendants (the "OTC Action"), you must complete a Proof of Claim form. If you fail to submit a properly completed and addressed Proof of Claim form, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the Citibank Settlement of the OTC Action.

2. Submission of this Proof of Claim form, however, does not assure that you will share in the Net Settlement Fund.

3. You have two options for completing a Proof of Claim form:

a. You can mail your completed and signed Proof of Claim form postmarked no later than **Month X, 201X**, to:

U.S. Dollar LIBOR Settlement
c/o Rust Consulting, Inc. - 5821
P.O. Box 2602
Faribault, MN 55021-9602

b. You can complete and submit the Proof of Claim form through the Settlement website by visiting www.USDollarLiborSettlement.com. Upon completion of the online Proof of Claim form, you will receive an acknowledgment that your Proof of Claim has been submitted. If you choose this option and file a Proof of Claim electronically, you must file on or before **Month X, 201X**.

4. If you are NOT an OTC Class Member (as defined in the Notice), DO NOT submit a Proof of Claim form.

5. If you are an OTC Class Member and have not requested exclusion, you will be bound by the terms of the Settlement and any judgment entered in the OTC Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

II. DEFINITIONS

Capitalized terms not defined in this Proof of Claim have the same meaning as defined in the following Settlement Agreement with Citibank NA and Citigroup Inc. (together, "Citibank"), dated **Month X, 201X**. (The Settlement Agreement, in its entirety, is available at www.USDollarLiborSettlement.com.)

III. CLAIMANT IDENTIFICATION

1. **In Part I of the Proof of Claim, Claimants must follow the instructions below:**

a. If you previously filed a Proof of Claim in connection with the OTC Action, you must: 1) check the appropriate box in Part I; 2) identify Proof of Claim Number (if known); and 3) provide name, address, and signature in Part III. Claimants who previously submitted a Proof of Claim are not required to resubmit their transactional information if the previously filed Proof of Claim is still accurate and complete.

b. If you previously submitted a Proof of Claim in the OTC Action and you wish to supplement your original Proof of Claim, you must: 1) check the appropriate box in Part I; 2) identify Proof of Claim Number (if known); 3) provide transactional information in Part II; and 4) provide name, address, and signature in Part III. Claimants who are supplementing their original Proof of Claim submission are required to resubmit all transactional information in addition to any supplemental transactions.

c. If you have not previously submitted a Proof of Claim in connection with the OTC Action, you must check the appropriate box under Part I, and complete Parts II and III.

2. If you purchased or otherwise acquired U.S. Dollar LIBOR-Based Instruments and held them in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased the U.S. Dollar LIBOR-Based Instruments but they were

registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

3. Use Part I of this form entitled "Claimant Identification" to identify the purchaser of record ("nominee"), if different from the beneficial purchaser of U.S. Dollar LIBOR-Based Instruments which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE SECURITIES UPON WHICH THIS CLAIM IS BASED.**

NOTE: A single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity, no matter how many separate accounts that entity has.

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of U.S. Dollar LIBOR-Based Instruments" to supply all required details of your transaction(s). If you need more space, photocopy or attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases or other acquisitions of U.S. Dollar LIBOR-Based Instruments which were held at any time from August 1, 2007 through May 31, 2010, inclusive. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. You must supply the name of the counterparty for each transaction you list in Part II. To qualify for a claim, you must have purchased at least one U.S. Dollar LIBOR-Based Instrument in the United States directly from a Defendant (or a Defendant's subsidiary or affiliate), and owned that instrument any time during the period August 2007 through May 2010 (the "Class Period"). The Defendants in the OTC action are:

- Credit Suisse Group AG; Credit Suisse International; Credit Suisse (USA) Inc. (together, "Credit Suisse");
- Bank of America Corporation and Bank of America, N.A. (together, "Bank of America");
- JPMorgan Chase & Co. and JPMorgan Chase Bank, NA (together, "JPMorgan Chase");
- HSBC Holdings PLC and HSBC Bank PLC (together, "HSBC");*
- Barclays Bank plc;
- Lloyds Banking Group PLC ("Lloyds");
- WestLB AG and Westdeutsche Ummobilienbank AG (together "WestLB");
- UBS AG ("UBS");
- The Royal Bank of Scotland Group PLC ("RBS");
- Citizens Bank of Massachusetts a/k/a RBS Citizens Bank N.A. ("Citizens Bank");
- Deutsche Bank AG ("Deutsche Bank");
- Citibank NA and Citigroup Inc. (together, "Citibank");
- Coöperatieve Central Raiffeisen Boerenleenbank B.A. ("Rabobank");
- The Norinchukin Bank ("Norinchukin");
- The Bank of Tokyo-Mitsubishi UFJ, Ltd ("Bank of Tokyo");
- HBOS PLC ("HBOS");
- Société Générale S.A.; and
- Royal Bank of Canada ("RBC").

5. Documentation to support your transactions in U.S. Dollar LIBOR-Based Instruments is NOT required at this time, however, the Claims Administrator may ask you to provide documentation to substantiate your transactions during auditing.

6. **NOTICE TO INSTITUTIONAL FILERS:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants **MUST** submit a manually signed paper Claim Form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must call the Claims Administrator toll-free at 1 (888) 568-7640, send an e-mail to info@USDollarLiborSettlement.com, or visit the website for the Settlement at www.USDollarLiborSettlement.com to obtain the required file layout.

7. A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by **Month X, 201X** and if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

8. You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlements. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

**MUST BE POSTMARKED
ON OR BEFORE
MONTH X, 201X**

In re LIBOR-Based Financial Instruments Antitrust Lit.

11-MD-2262 (NRB)

PROOF OF CLAIM AND RELEASE

For Official Use Only

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Use Blue or Black Ink Only

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PART I. CLAIMANT IDENTIFICATION - Please type or print.

- ☐ Check this box if you previously filed a Proof of Claim in connection with the OTC Action. If you know your Proof of Claim number, please indicate it here _____. You do not need to provide your transactions. Please fill out sections A and B below and proceed to Part III.
- ☐ Check this box if you previously filed a Proof of Claim in connection with the OTC Action, and you wish to amend your previously filed Proof of Claim. If you know your Proof of Claim number, please indicate it here _____.
- ☐ Check this box if you have not filed a Proof of Claim in connection with the OTC Action.

A. Complete the following Section.

Entity Name/Beneficial Owner

Name of Representative submitting the Claim Form

Title/Capacity

B. Account/Mailing Information:

Number and Street or P.O. Box

City

State

Zip Code

Foreign Province and Postal Code

Foreign Country

Telephone Number (Day)

Telephone Number (Evening)

E-mail Address

Account Number

Taxpayer Identification No.

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PART II: SCHEDULE OF U.S. DOLLAR LIBOR-BASED INSTRUMENTS

DOCUMENTATION TO SUPPORT YOUR TRANSACTIONS IN U.S. DOLLAR LIBOR-BASED INSTRUMENTS IS **NOT** REQUIRED AT THIS TIME, HOWEVER, THE CLAIMS ADMINISTRATOR MAY ASK YOU TO PROVIDE DOCUMENTATION TO SUBSTANTIATE YOUR TRANSACTIONS DURING AUDITING.

INSTRUCTIONS: List all U.S. Dollar LIBOR-Based Instruments you purchased in the United States directly from a Defendant (or a Defendant's subsidiary or affiliate), and which you owned any time during the period **August 2007 through May 2010** (Class Period). You should only list the information for the leg of the swap (or bond) where you **received** LIBOR-based payments from a Defendant during the Class Period. The Settlement does not include U.S. Dollar LIBOR-based instruments that include only a term, provision, or obligation or right to **pay** interest based on the U.S. Dollar LIBOR rate, such as business, home, student, or car loans, or credit cards. If you have an instrument for which you cannot fit the terms in the space below, attach the instrument separately and describe the terms of the LIBOR-based payments on a separate page. **If you do not know every term for a transaction, fill in the form with as many fields for which you know the answer** – the Claims Administrator will attempt to fill in any blanks, but may reject the claim if it is unable to.

An example for how to fill out the form for a plain-vanilla swap is:

| Defendant Paying LIBOR | Effective Date (Month/Day/Year) | Maturity/ Cancellation Date (Month/Day/Year) | Tenor and Currency of LIBOR | Notional Amount | Frequency of LIBOR Payment Periods | Non-Standard Terms |
|---------------------------|------------------------------------|--|-----------------------------------|--------------------|--|------------------------|
| UBS AG | 9/10/06 | 9/10/21 | 3-Month USD LIBOR | \$20 Million | Quarterly | Actual/360 N146950N |

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PART II: SCHEDULE OF U.S. DOLLAR LIBOR-BASED INSTRUMENTS**A. SWAPS AND FORWARD RATE AGREEMENTS**(Interest Rate Swaps, Amortizing Swaps, Basis Swaps, Asset Swaps, Inflation Swaps, Total Return Swaps, Currency Swaps)¹

| Defendant Paying LIBOR | Effective Date (Month/Day/Year) | Maturity/ Cancellation Date ² (Month/Day/Year) | Tenor and Currency of LIBOR ³ | Notional Amount | Frequency of LIBOR Payment Periods | Reference Id | Non-Standard Terms ⁴ |
|---------------------------|------------------------------------|---|--|--------------------|---|-----------------|------------------------------------|
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IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.

¹ For each swap, only complete this chart for the leg of the swap where you **received** LIBOR-based payments from a Defendant, with the exception of basis swaps (see below). For amortizing swaps, you must list initial notional amount and provide a schedule of the amortization, reflecting the notional amount for each payment period. For forward rate swaps, list the LIBOR payment date in the Start date, and leave "End date" and "Frequency" fields blank. For basis swaps, where both legs are tied to LIBOR, list the terms of both legs of the swap in consecutive lines, indicating for which one you are paying and receiving LIBOR-based payments. For forward rate agreement, list the LIBOR payment date in the Start date, and leave "End date" and "Frequency" fields blank. Further definitions for each of these instruments can be found in the Notice, available on the website.

² If the transaction was cancelled before the maturity date, list the cancellation date not the maturity date.

³ If any multiplier is applied to the LIBOR-based payments (e.g., 66% of 3-month LIBOR), or spread (e.g., 8 basis points added to 3-month LIBOR), include that in this column.

⁴ The following standard terms will be used unless otherwise indicated here. The standard "Accrual Convention" (which measures the length of the accrual period) is actual/360 (meaning the actual number of days in the interest accrual period is divided by 360 to calculate payments). The standard "lookback days" (which is the gap between LIBOR fixing date and rate effective date) is 2 days. The standard date convention is modified following, and the standard holiday calendar is New York and London. The standard compounding is flat.

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PART II: SCHEDULE OF U.S. DOLLAR LIBOR-BASED INSTRUMENTS**B. BONDS AND FLOATING RATE NOTES**

| Defendant Paying LIBOR⁵ | Issue/Purchase Date⁶ (Month/Day/ Year) | Maturity/Call/ Sale Date⁷ (Month/Day/Year) | Tenor and Currency of LIBOR⁸ | Frequency of LIBOR Payment Periods | Amount (in \$) | ISIN/CUSIP | Non- Standard Terms⁹ |
|---|--|--|--|---|---------------------------|-------------------|--|
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IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.⁵ If you purchased the instrument from a non-panel bank, indicate the name of the seller as well as the defendant paying LIBOR.⁶ If you purchased the instrument after it issued, please enter both the issue date and purchase date.⁷ If you sold the instrument or it was called before it matured, use the earlier of the maturity, call and sale date.⁸ If any multiplier is applied to the LIBOR-based payments (e.g., 66% of 3-month LIBOR), or spread (e.g., 8 basis points added to 3-month LIBOR), include that in this column.⁹ The following standard terms will be used unless otherwise indicated here. The standard "Accrual Convention" (which measures the length of the accrual period) is actual/360 (meaning the actual number of days in the interest accrual period is divided by 360 to calculate payments). The standard "lookback days" (which is the gap between LIBOR fixing date and rate effective date) is 2 days. The standard date convention is modified following, and the standard holiday calendar is New York and London. The standard compounding is flat.

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PART III. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim form under the terms of the Distribution Plan of Net Settlement Fund described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York (the "Court"), with respect to my (our) claim as a Class Member and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Settlement Administrator to support this claim, such as additional documentation for transactions in U.S. Dollar LIBOR-Based Instruments, if required to do so. I (We) have not submitted any other claim covering the same holdings of U.S. Dollar LIBOR-Based Instruments during the Class Period and know of no other person having done so on my (our) behalf.

PART V. RELEASES AND WARRANTIES

1. I (We) hereby acknowledge that we have read and agree to the terms of the Releases set forth in the Settlement.
2. I (We) hereby warrant and represent that I am (we are) a Class Member as defined in the Notices, that I am (we are) not one of the "Released Parties" as defined in the Settlement, and that I (we) believe I am (we are) eligible to receive a distribution from the Net Settlement Fund under the terms and conditions of the Distribution Plan.
3. I (WE) UNDERSTAND AND INTEND THAT THE SIGNATURE BELOW REGARDING CERTAIN INFORMATION FOR THE INTERNAL REVENUE SERVICE CONCERNING BACKUP WITHHOLDING ALSO SERVES AS THE SIGNATURE VERIFYING THE INFORMATION AND REPRESENTATIONS IN THIS PROOF OF CLAIM.
4. This release shall be of no force or effect unless and until the Court approves the Settlements and it becomes effective on the Effective Date.
5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
6. I (We) hereby consent to the disclosure of, waive any protections provided by applicable bank secrecy, data privacy laws, or any similar confidentiality protections with respect to, and instruct Citibank to disclose my (our) information and transaction data relating to my (our) trades for use in the claims administration process.

PART VI. CERTIFICATION

Enter TIN on the appropriate line.

- For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").
- For other entities, it is your EIN.

Social Security No. (for individuals)

or

Employer Identification Number

If you are exempt from backup withholding, enter your current TIN above and write "exempt" on the following line: _____.

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my current TIN; and
2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest

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or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____, 20____ in _____, _____.
(City) (State/Country)

Signature of Claimant

Type or print name of Claimant

Signature of Joint Claimant

Type or print name of Joint Claimant

Signature of person signing on behalf of Claimant

Type or print name of person signing on behalf of Claimant

Capacity of person signing on behalf of Claimant

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this Proof of Claim and Release form is being made on behalf of Joint Claimants, then both must sign.
3. **DO NOT USE HIGHLIGHTER ON THE PROOF OF CLAIM FORM.**
4. Keep a copy of your Proof of Claim form and all documentation submitted for your records.
5. If you move after submitting this Proof of Claim, please send your new address to the Claims Administrator at the address below:

U.S. Dollar LIBOR Settlement
c/o Rust Consulting, Inc. - 5821
P.O. Box 2602
Faribault, MN 55021-9602

Email: info@USDollarLiborSettlement.com